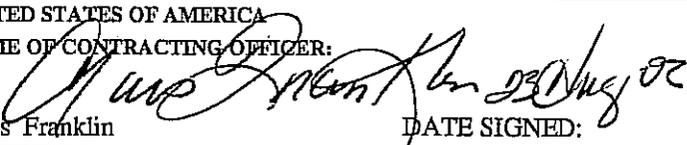


<b>Federal Aviation Administration</b>		<b>Revision To Award for Supplies Services</b>		Page 1 of 1
Date of Award: 02-AUG-2002	Contract Number (if any): DTFA0202D13356		Award No. (if any):	Revision No. 2
Date of Revision: 23-AUG-2002				
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): EAGLE SYSTEMS & SERVICES INC 6221 WEST GORE BLVD LAWTON, OK 73505-5836		Mail Invoice To (Name, Address, and Zip Code): FAA, MM Aero Center TIN 73-0588975 Financial Services AMZ-110 PO Box 25710 Oklahoma City, OK 73125-4913 405/954-4716		
Contact Point/Phone No:  580-355-6023		Issuing Office (Address Correspondence To): 6973H5 FAA AERO CENTER AMQ-300 AVIATION, MED & TRNG ACQ DIV. MPB, RM369 PO BOX 25082 M OKLAHOMA CITY, OK 731250082		
F.O.B. Point: Origin	Ship Via: Best Means			
Discount Terms: Due in 30				
PURCHASER NAME AND PHONE NO: Avis Franklin 405-954-7836		ESTIMATED VALUE: \$19,928,828.80 FROM: \$19,877,328.60 ESTIMATED VALUE IS CHANGED BY: \$51,500.20 FUNDED AMOUNT: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return _____ copies to the issuing office.				OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY:  Avis Franklin		
DATE SIGNED		DATE SIGNED: 23 Aug 02		

**Note to Supplier:** revision 2 issued to correct total price

Date of Award 02-AUG-2002  
Date of Revision: 23-AUG-2002

Contract Number (if any):  
DTFA0202D13356

Award No. (if any):

Revision No.  
A.I.I. (REV. 1)

**IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.**

**Contractor (Name, Address, and Zip Code):**

EAGLE SYSTEMS & SERVICES INC  
6221 WEST GORE BLVD  
LAWTON, OK 73505-5836

**Mail Invoice To (Name, Address, and Zip Code):**

FAA, MM Aero Center TIN 73-0588975  
Financial Services AMZ-110  
PO Box 25710  
Oklahoma City, OK 73125-4913  
405/954-4716

**Contact Point/Phone No:**

580-355-6023

**Issuing Office (Address Correspondence To):**

6973H5 FAA AERO CENTER AMQ-300  
AVIATION, MED & TRNG ACQ DIV. MPB, RM369  
PO BOX 25082 M  
OKLAHOMA CITY, OK 731250082

F.O.B. Point: Origin Ship Via: Best Means  
Discount Terms: Due in 30

**PURCHASER NAME AND PHONE NO:**

Avis Franklin  
405-954-7836

ESTIMATED VALUE:	\$19,877,328.60
FROM:	\$19,877,328.60
ESTIMATED VALUE IS CHANGED BY:	\$0.00
FUNDED AMOUNT:	\$0.00

**IMPORTANT: Contractor  is,  is not required to sign this document and return \_\_\_ copies to the issuing office.**

OMB 2120-0595

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN:**

BY:

DATE SIGNED

UNITED STATES OF AMERICA

NAME OF CONTRACTING OFFICER:

BY:

Avis Franklin

DATE SIGNED: 23 Aug 02

**Note to Vendor**

This is revision 1 to an Indefinite Delivery/Indefinite Quantity Contract. The revision was issued to incorporate the current wage determination DOL 1994-2431 revision 19, dated 7 Jun 2002, and the associated cost impact.

The Contractors signature per SF 30 entitled Modification of Contract, and the Contractors proposal dated 01 Aug 2002 are hereby incorporated into this revision. The contract revision has been conformed to include the original contract clauses and provisions.

**Note to Vendor**

Contract Prices are based upon Fixed prices (Line Item 1 and 2), Fixed Hourly Rates (Line Item 4 through 11), and Travel (Line Item 12) cost reimbursement estimate of associated allowable costs. The Total Estimated Price for the Basic and 4 one-year options is \$19,928,828.60 (if all options are exercised). The yearly estimates are identified below:

- Basic Year ( 1 Sep 02 thru 30 Sep 03): \$3,761,691.20 (includes 30 day Phase-In period)
- Option I ( 1 Oct 03 thru 30 Sep 04): \$3,847,102.40
- Option II ( 1 Oct 04 thru 30 Sep 05): \$3,973,431.40
- Option III ( 1 Oct 05 thru 30 Sep 06): \$4,104,969.00
- Option IV ( 1 Oct 06 thru 30 Sep 07): \$4,241,634.80

**Note to Vendor**

Terms and Conditions of this contract include the following provision:

In accordance with the Contractors' letter dated 9 Jul 02, the Contractor reserves the right to negotiate with the FAA to establish In-Country Premiums hourly rate in accordance with the State Department/DOD guidelines should the guidelines for In-Country Prmiums (hazardous) exceed the established contract prices.

AMQ.164 (SEPS7) (Contracting) (Word Document)

### AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE	OF PGS
		1	44

2. CONTRACT (Proc. Inst. Ident.) NO. DTFA-02-02-D-13356 AF	3. EFFECTIVE DATE AUG 02 2002	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. DTFA 02-02-01549
5. ISSUED BY FAA, Avis Franklin Acquisition Contracting Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929	6. ADMINISTERED BY (if other than item 5) CODE FAA, Acquisition Contract Mgmt. Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  EAGLE SYSTEMS AND SERVICES INC ATTN: RHONDA CLEMMER, PRESIDENT 6221 WEST GORE BLVD LAWTON OK 73505-5836	8. DELIVERY MMAC OKC <input checked="" type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NA

11. SHIP TO/MARK FOR FAA/MM Aeronautical Center 6500 S. MacArthur Blvd., P. O. Box 25082 Oklahoma City, OK 73125	12. PAYMENT WILL BE MADE BY: FAA, Financial Operations Division (AMZ-100) P.O. Box 25710 Oklahoma City, OK 73126-4913 (405) 954-4304
---	---

13. RESERVED	14. ACCOUNTING AND APPROPRIATION DATA  To be shown on delivery order(s) issued hereunder.
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Accepted as to items 001 through 012 inclusive, in Part I, Section B, Basic & options in accordance with Amendments 001 incorporated herein, and negotiations.					
					Estimated.
15G. TOTAL AMOUNT OF CONTRACT					\$19,987,328.66

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SE C	DESCRIPTION are exercised	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	4-5	X	I	CONTRACT CLAUSES	31-43
X	B	SUPPLIES OR SERVICES AND PRICES/COST	6-20	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	21	X	J	LIST OF ATTACHMENTS	44
X	D	PACKAGING AND MARKING	21	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	21		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	INCORP-D RATED
X	F	DELIVERIES OR PERFORMANCE	21-22		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	BY REF-
X	G	CONTRACT ADMINISTRATION DATA	23		M	EVALUATION FACTORS FOR AWARD	ERENCE
X	H	SPECIAL CONTRACT REQUIREMENTS	24-30				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this doc.) Your offer on RFD Number DTFA-02-02-01549, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Rhonda A. Clemmer, President	20A. NAME OF CONTRACTING OFFICER AVIS FRANKLIN
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED

Date of Award: 02-AUG-2002

Contract Number (if any):  
DTFA0202D13356

Award No. (if any):

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code):

EAGLE SYSTEMS & SERVICES INC  
6221 WEST GORE BLVD  
LAWTON, OK 73505-5836

Mail Invoice To (Name, Address, and Zip Code):

FAA, MM Aero Center TTN 73-0588975  
Financial Services AMZ-110  
PO Box 25710  
Oklahoma City, OK 73125-4913  
405/954-4716

Contact Point/Phone No:

580-355-6023

Issuing Office (Address Correspondence To):

6973H5 FAA AERO CENTER AMQ-300  
AVIATION, MED & TRNG ACQ DIV. MPB, RM369  
PO BOX 25082 M  
OKLAHOMA CITY, OK 731250082

F.O.B. Point: Origin Ship Via: Best Means

Discount Terms: Due in 30

PURCHASER NAME AND PHONE NO:

Avis Franklin  
405-954-7836

ESTIMATED VALUE: \$19,877,328.60

FUNDED AMOUNT: \$0.00

IMPORTANT: Contractor  is,  is not required to sign this document and return \_\_\_ copies to the issuing office.

OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN:

BY:

UNITED STATES OF AMERICA

NAME OF CONTRACTING OFFICER:

BY:

Avis Franklin

DATE SIGNED:

DATE SIGNED

Note to Vendor

This is an Indefinite Delivery/Indefinite Quantity Contract. Funds shall be obligated per Delivery Order.

The Contract Award Document incorporates the Contractors signature per SF 25 Solicitation, Offer, and Award and the Contractors proposal (Vol I, II, and III) dated 06 May 2002.

Volume I - Screening Information Request (SIR) (amendment 1) is attached as submitted by the Contractor (pages 1 through 40). SIR Sections K, L, and M (pages 41 through 65) are incorporated by reference.

Note to Vendor

Contract Prices are based upon Fixed prices (Line Item 1 and 2), Fixed Hourly Rates (Line Item 4 through 11), and Travel (Line Item 12) cost reimbursement estimate of associated allowable costs. The Total Estimated Price for the Basic and 4 one-year options is \$19,877,328.60 (if all options are exercised). The yearly estimates are identified below:

Basic Year ( 1 Sep 02 thru 30 Sep 03): \$3,751,326.80 (includes 30 day Phase-In period)

Option I ( 1 Oct 03 thru 30 Sep 04): \$3,836,812.00

Option II ( 1 Oct 04 thru 30 Sep 05): \$3,963,102.60

Option III ( 1 Oct 05 thru 30 Sep 06): \$4,094,902.20

Option IV ( 1 Oct 06 thru 30 Sep 07): \$4,231,185.00

Note to Vendor

Terms and Conditions of this contract include the following provision:

In accordance with the Contractors' letter dated 9 Jul 02, the Contractor reserves the right to negotiate with the FAA to establish In-Country Premiums hourly rate in accordance with the State Department/DOD guidelines should the guidelines for In-Country Premiums (hazardous) exceed the established contract prices.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGE
	1	65

2. AMENDMENT/MODIFICATION NO. DTFA 02-02-R-01549 0001	3. EFFECTIVE DATE 24 Apr 2002	4. REQUISITION/PURCHASE REQ. NO. 02-01549	5. PROJECT NO. (If applicable)
--	----------------------------------	--	--------------------------------

6. ISSUED BY FAA, Office of Acquisition AMQ-310 6500 S MacArthur Blvd P O BOX 25082 OKC OK 73125	7. ADMINISTERED BY (If other than Item 6) FAA, Bid & Proposal Officer AMQ -140 Rm 321, Multi-purpose Bldg OKC, OK 73125
--	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Eagle Systems and Services, Inc. 6221 West Gore Blvd. Lawton, OK 73505 (580) 355-6023	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. DTFA 02-02-R-01549
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11) 1 APR 2002
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
*TO BE COMPLETED BY VENDOR IF NOT COMPLETE CODE 0B1P1		10B. DATED (SEE ITEM 13)
FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is  extended  is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation on as amended, by one of the following methods:

- (a) By completing Item 8 and 15, and returning 1 copies of the amendment; (b) acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hours and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

AMENDMENT TO SIR AND PWS, TASKS, AND TASK SUMMARY ATTACHMENTS. Return SIR amendment only

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Rhonda A. Clemmer President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR <i>Rhonda A. Clemmer</i> (Signature of person authorized to sign)	15C. DATE SIGNED 5/6/02
15D. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

**SOLICITATION, OFFER AND AWA**

2. CONTRACT NO.		3. SOLICITATION NO. DTFA-02-02-R-01549		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED		DATE ISSUED 1 APRIL 2002		6. REQUISITION/PURCHASE NO. 00-02-06379 (FAA Internal Use Only)	
7. ISSUED BY FAA, Aviation, Medical, & Training Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082				CODE		B. ADDRESS OFFER TO (If other than item 7) for overnight delivery For Over Night Delivery use Service FAA, Bid & Proposal Officer (AMQ-140) Room 321, Multi-Purpose Building 6500 South MacArthur Boulevard			
						FOR U.S. MAIL > FOR USE IF U.S. Postal			
						FAA, Bid & Proposal Officer Attn: AMQ-140 P.O. Box 25082			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

Fixed-Hourly rates, Cost reimbursement, Fixed Price SOLICITATION Enroute Printing and Distribution

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until 3:00 local time 6 May 2002 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No.3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >		A. NAME AVIS FRANKLIN	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (405) 954-7836 FAX (405) 954-3030	
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**11. TABLE OF CONTENTS**

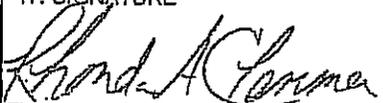
SI	SE C	DESCRIPTION	PAGE(S)	SI	SE C	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS	
X	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
XX	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (120 calendar days unless different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section G, Clause No. 3.3.1-17) >		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR D
		%	%	%	
4. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
		001	04/24/02		

15A. NAME AND ADDRESS OF OFFEROR Eagle Systems and Services, Inc. 6221 West Gore Blvd. Lawton, OK 73505		CODE DB1P1	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Rhonda A. Clemmer, President	
--	--	------------	----------	---	--

15B. TELEPHONE NO. (include area code) PH (580) 355-6023 FAX (580) 355-5107		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE 		18. OFFER DATE 5/6/02	
---	--	--	--	---	--	--------------------------	--

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. reserved				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >		ITEM	
24. ADMINISTERED BY (If other than item 7) CODE FAA, Contract Management Division (AMQ-340) 6500 South MacArthur Boulevard				25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
				(Signature of Contracting Officer)			

**PART I - SECTION B**  
**SCHEDULE OF SUPPLIES/SERVICES AND COSTS/PRICE**

The Contractor shall furnish all required personnel necessary to provide the required Regulatory Standards (AMA-200) Technical Instructional Support Services in accordance with the Performance Work Specification (PWS) attached hereto, and the terms and conditions contained herein:

**MINIMUM GUARANTEED QUANTITY (MGQ): 16,700 HOURS**

**MAXIMUM YEARLY QUANTITY (MYQ): 55,000 HOURS**

Note: The above MGQ and MYQ applies to Contract Line Item Numbers (CLINs) 0004 thru 0011 of the Basic Period

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	PHASE-IN PERIOD: 01 Aug 02 thru 30 Sep 02 Phase-In Cost to begin performance on the PWS in accordance with provision <u>H.12</u> herein	1	Lot		\$ 36,260.80

**BASIC CONTRACT PERIOD: 01 Oct 2002 thru 30 Sep 2003**

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	RESERVED				
2	Core Group as required by Performance Work Statement, Para 1.2	12	Months	\$55,673.60 per month	\$ 668,083.20
3	Reports in accordance with Performance Work Statement, Para 1.3	12	Reports	not separately priced	
4a	Aviation Safety Inspector/Instructor (Prep) Regular Rate	2,000	Hours	\$ 47.62 per hour	\$ 95,240.00
4b	Aviation Safety Inspector/Instructor (Prep) Overtime Premium	40	Hours	\$ 71.44 per hour	\$ 2,857.60
4c	Aviation Safety Inspector/Instructor (Prep) In-Country Premium	300	Hours	\$ 85.72 per hour	\$ 25,716.00
5a	Aviation Safety Inspector/Instructor (Contact) Regular Rate	20,000	Hours	\$ 47.62 per hour	\$ 952,400.00
5b	Aviation Safety Inspector/Instructor (Contact) Overtime Premium	40	Hours	\$ 71.44 per hour	\$ 2,857.60
5c	Aviation Safety Inspector/Instructor (Contact) In-Country Premium	3,000	Hours	\$ 85.72 per hour	\$ 257,160.00

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
6a	Aviation Safety Inspector/Instructor (Course Maintenance-Technical)	6,000	Hours	\$ 47.62 per hour	\$ 285,720.00
6b	Aviation Safety Inspector/Instructor (Revision-Technical)	2,500	Hours	\$ 47.62 per hour	\$ 119,050.00
6c	Aviation Safety Inspector/Instructor (Development-Technical)	1,500	Hours	\$ 47.62 per hour	\$ 71,430.00
6d	Aviation Safety Inspector/Instructor (Overtime Premium)	40	Hours	\$ 71.44 per hour	\$ 2,857.60
7	Attorney (Aeronautics)	400	Hours	\$ 115.15 per hour	\$ 46,060.00
8a	Training Technician (Instructor-Prep)	200	Hours	\$ 40.46 per hour	\$ 8,092.00
8b	Training Technician (Instructor-Contact)	1,260	Hours	\$ 40.46 per hour	\$ 50,979.60
8c	Training Technician (Course Maintenance)	1,500	Hours	\$ 40.46 per hour	\$ 60,690.00
8d	Training Technician (Revision)	1,200	Hours	\$ 40.46 per hour	\$ 48,552.00
8e	Training Technician (Development)	640	Hours	\$ 40.46 per hour	\$ 25,894.40
8f	Training Technician (Overtime Premium)	40	Hours	\$ 60.70 per hour	\$ 2,428.00

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
9a	Instructional Systems Specialist (Instructor-Prep)	200	Hours	\$ 43.72 per hour	\$ 8,744.00
9b	Instructional Systems Specialist (Instructor-Contact)	1,800	Hours	\$ 43.72 per hour	\$ 78,696.00
9c	Instructional Systems Specialist (Course Maintenance)	4,000	Hours	\$ 43.72 per hour	\$ 174,880.00
9d	Instructional Systems Specialist (Revision)	2,500	Hours	\$ 43.72 per hour	\$ 109,300.00
9e	Instructional Systems Specialist (Development)	1,500	Hours	\$ 43.72 per hour	\$ 65,580.00
9f	Instructional Systems Specialist (Overtime Premium)	40	Hours	\$ 65.58 per hour	\$ 2,623.20
10a	Flight Instructor (Regular Rate)	400	Hours	\$ 69.38 per hour	\$ 27,752.00
10b	Flight Instructor (Overtime Premium)	40	Hours	\$ 104.07 per hour	\$ 4,162.80
11	Clerk - Automation	1,000	Hours	\$ 17.26 per hour	\$ 17,260.00
12	Travel: Transportation, lodging, and subsistence expenses required per PWS para 1.4. Travel to be authorized and funded per delivery order reimbursed IAW Clause H.8 Reimbursement Of Travel Cost (Jan 02) CLA 4531. Reimbursable expenses are delineated in FAA Travel Management Policy (includes incorporated FTR July 1998 and revisions). Associated administrative fees (if applicable) will be included in CLIN 0002.	1 Lot	Estimated Total		\$ 500,000.00

**TOTAL CONTRACT PRICE FOR BASIC CONTRACT PERIOD**

**\$ 3,751,326.80**

PART I - SECTION B  
 SCHEDULE OF SUPPLIES/SERVICES AND COSTS/PRICE  
 SCHEDULE ONE - OPTION ONE

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.1	RESERVED				
1.2	Core Group as required by Performance Work Statement, Para 1.2	12	Months	\$57,369.60 per month	\$ 688,435.20
1.3	Reports in accordance with Performance Work Statement, Para 1.3	12	Reports	not separately priced	
1.4a	Aviation Safety Inspector/Instructor (Prep) Regular Rate	2,000	Hours	\$ 49.53 per hour	\$ 99,060.00
1.4b	Aviation Safety Inspector/Instructor (Prep) Overtime Premium	40	Hours	\$ 74.30 per hour	\$ 2,972.00
1.4c	Aviation Safety Inspector/Instructor (Prep) In-Country Premium	300	Hours	\$ 89.14 per hour	\$ 26,742.00
1.5a	Aviation Safety Inspector/Instructor (Contact) Regular Rate	20,000	Hours	\$ 49.53 per hour	\$ 990,600.00
1.5b	Aviation Safety Inspector/Instructor (Contact) Overtime Premium	40	Hours	\$ 74.30 per hour	\$ 2,972.00
1.5c	Aviation Safety Inspector/Instructor (Contact) In-Country Premium	3,000	Hours	\$ 89.14 per hour	\$ 267,420.00
1.6a	Aviation Safety Inspector/Instructor (Course Maintenance-Technical)	6,000	Hours	\$ 49.53 per hour	\$ 297,180.00
1.6b	Aviation Safety Inspector/Instructor (Revision-Technical)	2,500	Hours	\$ 49.53 per hour	\$ 123,825.00
1.6c	Aviation Safety Inspector/Instructor (Development-Technical)	1,500	Hours	\$ 49.53 per hour	\$ 74,295.00

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.6d	Aviation Safety Inspector/Instructor (Overtime Premium)	40	Hours	\$ 74.30 per hour	\$ 2,972.00
1.7	Attorney (Aeronautics)	400	Hours	\$ 119.76 per hour	\$ 47,904.00
1.8a	Training Technician (Instructor-Prep)	200	Hours	\$ 42.09 per hour	\$ 8,418.00
1.8b	Training Technician (Instructor-Contact)	1,260	Hours	\$ 42.09 per hour	\$ 53,033.40
1.8c	Training Technician (Course Maintenance)	1,500	Hours	\$ 42.09 per hour	\$ 63,135.00
1.8d	Training Technician (Revision)	1,200	Hours	\$ 42.09 per hour	\$ 50,508.00
1.8e	Training Technician (Development)	640	Hours	\$ 42.09 per hour	\$ 26,937.60
1.8f	Training Technician (Overtime Premium)	40	Hours	\$ 63.13 per hour	\$ 2,525.20
1.9a	Instructional Systems Specialist (Instructor-Prep)	200	Hours	\$ 45.47 per hour	\$ 9,094.00
1.9b	Instructional Systems Specialist (Instructor-Contact)	1,800	Hours	\$ 45.47 per hour	\$ 81,846.00
1.9c	Instructional Systems Specialist (Course Maintenance)	4,000	Hours	\$ 45.47 per hour	\$ 181,880.00
1.9d	Instructional Systems Specialist (Revision)	2,500	Hours	\$ 45.47 per hour	\$ 113,675.00
1.9e	Instructional Systems Specialist (Development)	1,500	Hours	\$ 45.47 per hour	\$ 68,205.00
1.9f	Instructional Systems Specialist (Overtime Premium)	40	Hours	\$ 68.22 per hour	\$ 2,728.80

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.10a	Flight Instructor (Regular Rate)	400	Hours	\$ 72.15 per hour	\$ 28,860.00
1.10b	Flight Instructor (Overtime Premium)	40	Hours	\$ 108.22 per hour	\$ 4,328.80
1.11	Clerk - Automation	1,000	Hours	\$ 17.26 per hour	\$ 17,260.00
1.12	Travel: Transportation, lodging, and subsistence expenses required per PWS para 1.4. Travel to be authorized and funded per delivery order reimbursed IAW Clause H.8 Reimbursement Of Travel Cost (Jan 02) CLA 4531: Reimbursable expenses are delineated in FAA Travel Management Policy (includes incorporated FTR July 1998 and revisions). Associated administrative fees (if applicable) will be included in CLIN 0002.	1 Lot	Estimated Total		\$ 500,000.00

TOTAL CONTRACT ESTIMATED PRICE -- OPTION I PERIOD

\$ 3,836,812.00

PART I - SECTION B  
 SCHEDULE OF SUPPLIES/SERVICES AND COSTS/PRICE  
 SCHEDULE TWO - OPTION TWO

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
2.1	RESERVED				
2.2	Core Group as required by Performance Work Statement, Para 1.2	12	Months	\$59,129.60 per month	\$ 709,555.20
2.3	Reports in accordance with Performance Work Statement, Para 1.3	12	Reports not separately priced		
2.4a	Aviation Safety Inspector/Instructor (Prep) Regular Rate	2,000	Hours	\$ 51.51 per hour	\$ 103,020.00
2.4b	Aviation Safety Inspector/Instructor (Prep) Overtime Premium	40	Hours	\$ 77.28 per hour	\$ 3,091.20
2.4c	Aviation Safety Inspector/Instructor (Prep) In-Country Premium	300	Hours	\$ 92.71 per hour	\$ 27,813.00
2.5a	Aviation Safety Inspector/Instructor (Contact) Regular Rate	20,000	Hours	\$ 51.51 per hour	\$ 1,030,200.00
2.5b	Aviation Safety Inspector/Instructor (Contact) Overtime Premium	40	Hours	\$ 77.28 per hour	\$ 3,091.20
2.5c	Aviation Safety Inspector/Instructor (Contact) In-Country Premium	3,000	Hours	\$ 92.71 per hour	\$ 278,130.00
2.6a	Aviation Safety Inspector/Instructor (Course Maintenance-Technical)	6,000	Hours	\$ 51.51 per hour	\$ 309,060.00
2.6b	Aviation Safety Inspector/Instructor (Revision-Technical)	2,500	Hours	\$ 51.51 per hour	\$ 128,775.00
2.6c	Aviation Safety Inspector/Instructor (Development-Technical)	1,500	Hours	\$ 51.51 per hour	\$ 77,265.00

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
2.6d	Aviation Safety Inspector/Instructor (Overtime Premium)	40	Hours	\$ 77.28 per hour	\$ 3,091.20
2.7	Attorney (Aeronautics)	400	Hours	\$ 124.55 per hour	\$ 49,820.00
2.8a	Training Technician (Instructor-Prep)	200	Hours	\$ 43.76 per hour	\$ 8,752.00
2.8b	Training Technician (Instructor-Contact)	1,260	Hours	\$ 43.76 per hour	\$ 55,137.60
2.8c	Training Technician (Course Maintenance)	1,500	Hours	\$ 43.76 per hour	\$ 65,640.00
2.8d	Training Technician (Revision)	1,200	Hours	\$ 43.76 per hour	\$ 52,512.00
2.8e	Training Technician (Development)	640	Hours	\$ 43.76 per hour	\$ 28,006.40
2.8f	Training Technician (Overtime Premium)	40	Hours	\$ 65.66 per hour	\$ 2,626.40
2.9a	Instructional Systems Specialist (Instructor-Prep)	200	Hours	\$ 47.29 per hour	\$ 9,458.00
2.9b	Instructional Systems Specialist (Instructor-Contact)	1,800	Hours	\$ 47.29 per hour	\$ 85,122.00
2.9c	Instructional Systems Specialist (Course Maintenance)	4,000	Hours	\$ 47.29 per hour	\$ 189,160.00
2.9d	Instructional Systems Specialist (Revision)	2,500	Hours	\$ 47.29 per hour	\$ 118,225.00
2.9e	Instructional Systems Specialist (Development)	1,500	Hours	\$ 47.29 per hour	\$ 70,935.00
2.9f	Instructional Systems Specialist (Overtime Premium)	40	Hours	\$ 70.95 per hour	\$ 2,838.00

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
2.10a	Flight Instructor (Regular Rate)	400	Hours	\$ 75.04 per hour	\$ 30,016.00
2.10b	Flight Instructor (Overtime Premium)	40	Hours	\$ 112.56 per hour	\$ 4,502.40
2.11	Clerk - Automation	1,000	Hours	\$ 17.26 per hour	\$ 17,260.00
2.12	Travel: Transportation, lodging, and subsistence expenses required per PWS para 1.4. Travel to be authorized and funded per delivery order reimbursed IAW Clause H.8 Reimbursement Of Travel Cost (Jan 02) CLA 4531. Reimbursable expenses are delineated in FAA Travel Management Policy (includes incorporated FTR July 1998 and revisions). Associated administrative fees (if applicable) will be included in CLIN 0002.	1 Lot	Estimated Total		\$ 500,000.00

**TOTAL CONTRACT ESTIMATED PRICE -- OPTION II PERIOD**

\$ 3,963,102.60

PART I - SECTION B  
 SCHEDULE OF SUPPLIES/SERVICES AND COSTS/PRICE  
 SCHEDULE THREE - OPTION THREE

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
3.1	RESERVED				
3.2	Core Group as required by Performance Work Statement, Para 1.2	12	Months	\$60,964.80 per month	\$ 731,577.60
3.3	Reports in accordance with Performance Work Statement, Para 1.3	12	Reports not separately priced		
3.4a	Aviation Safety Inspector/Instructor (Prep) Regular Rate	2,000	Hours	\$ 53.58 per hour	\$ 107,160.00
3.4b	Aviation Safety Inspector/Instructor (Prep) Overtime Premium	40	Hours	\$ 80.37 per hour	\$ 3,214.80
3.4c	Aviation Safety Inspector/Instructor (Prep) In-Country Premium	300	Hours	\$ 96.43 per hour	\$ 28,929.00
3.5a	Aviation Safety Inspector/Instructor (Contact) Regular Rate	20,000	Hours	\$ 53.58 per hour	\$ 1,071,600.00
3.5b	Aviation Safety Inspector/Instructor (Contact) Overtime Premium	40	Hours	\$ 80.37 per hour	\$ 3,214.80
3.5c	Aviation Safety Inspector/Instructor (Contact) In-Country Premium	3,000	Hours	\$ 96.43 per hour	\$ 289,290.00
3.6a	Aviation Safety Inspector/Instructor (Course Maintenance-Technical)	6,000	Hours	\$ 53.58 per hour	\$ 321,480.00
3.6b	Aviation Safety Inspector/Instructor (Revision-Technical)	2,500	Hours	\$ 53.58 per hour	\$ 133,950.00
3.6c	Aviation Safety Inspector/Instructor (Development-Technical)	1,500	Hours	\$ 53.58 per hour	\$ 80,370.00

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
3.6d	Aviation Safety Inspector/Instructor (Overtime Premium)	40	Hours	\$ 80.37 per hour	\$ 3,214.80
3.7	Attorney (Aeronautics)	400	Hours	\$ 129.53 per hour	\$ 51,812.00
3.8a	Training Technician (Instructor-Prep)	200	Hours	\$ 45.51 per hour	\$ 9,102.00
3.8b	Training Technician (Instructor-Contact)	1,260	Hours	\$ 45.51 per hour	\$ 57,342.60
3.8c	Training Technician (Course Maintenance)	1,500	Hours	\$ 45.51 per hour	\$ 68,265.00
3.8d	Training Technician (Revision)	1,200	Hours	\$ 45.51 per hour	\$ 54,612.00
3.8e	Training Technician (Development)	640	Hours	\$ 45.51 per hour	\$ 29,126.40
3.8f	Training Technician (Overtime Premium)	40	Hours	\$ 68.29 per hour	\$ 2,731.60
3.9a	Instructional Systems Specialist (Instructor-Prep)	200	Hours	\$ 49.18 per hour	\$ 9,836.00
3.9b	Instructional Systems Specialist (Instructor-Contact)	1,800	Hours	\$ 49.18 per hour	\$ 88,524.00
3.9c	Instructional Systems Specialist (Course Maintenance)	4,000	Hours	\$ 49.18 per hour	\$ 196,720.00
3.9d	Instructional Systems Specialist (Revision)	2,500	Hours	\$ 49.18 per hour	\$ 122,950.00
3.9e	Instructional Systems Specialist (Development)	1,500	Hours	\$ 49.18 per hour	\$ 73,770.00
3.9f	Instructional Systems Specialist (Overtime Premium)	40	Hours	\$ 73.78 per hour	\$ 2,951.20

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
3.10a	Flight Instructor (Regular Rate)	400	Hours	\$ 78.04 per hour	\$ 31,216.00
3.10b	Flight Instructor (Overtime Premium)	40	Hours	\$ 117.06 per hour	\$ 4,682.40
3.11	Clerk - Automation	1,000	Hours	\$ 17.26 per hour	\$ 17,260.00
3.12	Travel: Transportation, lodging, and subsistence expenses required per PWS para 1.4. Travel to be authorized and funded per delivery order reimbursed IAW Clause H.8 Reimbursement Of Travel Cost (Jan 02) CLA 4531. Reimbursable expenses are delineated in FAA Travel Management Policy (includes incorporated FTR July 1998 and revisions). Associated administrative fees (if applicable) will be included in CLIN 0002.	1 Lot	Estimated Total		\$ 500,000.00

TOTAL CONTRACT ESTIMATED PRICE -- OPTION III PERIOD

\$ 4,094,902.20

**PART I - SECTION B**  
**SCHEDULE OF SUPPLIES/SERVICES AND COSTS/PRICE**  
**SCHEDULE FOUR - OPTION FOUR**

<b>LINE ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
4.1	RESERVED				
4.2	Core Group as required by Performance Work Statement, Para 1.2	12	Months	\$62,867.20 per month	\$ 754,406.40
4.3	Reports in accordance with Performance Work Statement, Para 1.3	12	Reports	not separately priced	
4.4a	Aviation Safety Inspector/Instructor (Prep) Regular Rate	2,000	Hours	\$ 55.71 per hour	\$ 111,420.00
4.4b	Aviation Safety Inspector/Instructor (Prep) Overtime Premium	40	Hours	\$ 83.58 per hour	\$ 3,343.20
4.4c	Aviation Safety Inspector/Instructor (Prep) In-Country Premium	300	Hours	\$ 100.29 per hour	\$ 30,087.00
4.5a	Aviation Safety Inspector/Instructor (Contact) Regular Rate	20,000	Hours	\$ 55.71 per hour	\$ 1,114,200.00
4.5b	Aviation Safety Inspector/Instructor (Contact) Overtime Premium	40	Hours	\$ 83.58 per hour	\$ 3,343.20
4.5c	Aviation Safety Inspector/Instructor (Contact) In-Country Premium	3,000	Hours	\$ 100.29 per hour	\$ 300,870.00
4.6a	Aviation Safety Inspector/Instructor (Course Maintenance-Technical)	6,000	Hours	\$ 55.71 per hour	\$ 334,260.00
4.6b	Aviation Safety Inspector/Instructor (Revision-Technical)	2,500	Hours	\$ 55.71 per hour	\$ 139,275.00
4.6c	Aviation Safety Inspector/Instructor (Development-Technical)	1,500	Hours	\$ 55.71 per hour	\$ 83,565.00

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
4.6d	Aviation Safety Inspector/Instructor (Overtime Premium)	40	Hours	\$ 83.58 per hour	\$ 3,343.20
4.7	Attorney (Aeronautics)	400	Hours	\$ 134.71 per hour	\$ 53,884.00
4.8a	Training Technician (Instructor-Prep)	200	Hours	\$ 47.33 per hour	\$ 9,466.00
4.8b	Training Technician (Instructor-Contact)	1,260	Hours	\$ 47.33 per hour	\$ 59,635.80
4.8c	Training Technician (Course Maintenance)	1,500	Hours	\$ 47.33 per hour	\$ 70,995.00
4.8d	Training Technician (Revision)	1,200	Hours	\$ 47.33 per hour	\$ 56,796.00
4.8e	Training Technician (Development)	640	Hours	\$ 47.33 per hour	\$ 30,291.20
4.8f	Training Technician (Overtime Premium)	40	Hours	\$ 71.02 per hour	\$ 2,840.80
4.9a	Instructional Systems Specialist (Instructor-Prep)	200	Hours	\$ 51.15 per hour	\$ 10,230.00
4.9b	Instructional Systems Specialist (Instructor-Contact)	1,800	Hours	\$ 51.15 per hour	\$ 92,070.00
4.9c	Instructional Systems Specialist (Course Maintenance)	4,000	Hours	\$ 51.15 per hour	\$ 204,600.00
4.9d	Instructional Systems Specialist (Revision)	2,500	Hours	\$ 51.15 per hour	\$ 127,875.00
4.9e	Instructional Systems Specialist (Development)	1,500	Hours	\$ 51.15 per hour	\$ 76,725.00
4.9f	Instructional Systems Specialist (Overtime Premium)	40	Hours	\$ 76.73 per hour	\$ 3,069.20

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
4.10a	Flight Instructor (Regular Rate)	400	Hours	\$ 81.16 per hour	\$ 32,464.00
4.10b	Flight Instructor (Overtime Premium)	40	Hours	\$ 121.75 per hour	\$ 4,870.00
4.11	Clerk - Automation	1,000	Hours	\$ 17.26 per hour	\$ 17,260.00
4.12	Travel: Transportation, lodging, and subsistence expenses required per PWS para 1.4. Travel to be authorized and funded per delivery order reimbursed IAW Clause H.8 Reimbursement Of Travel Cost (Jan 02) CLA 4531. Reimbursable expenses are delineated in FAA Travel Management Policy (includes incorporated FTR July 1998 and revisions). Associated administrative fees (if applicable) will be included in CLIN 0002.	1 Lot	Estimated Total		\$ 500,000.00

**TOTAL CONTRACT ESTIMATED PRICE -- OPTION IV PERIOD**

**\$ 4,231,185.00**

**PART 1 - SECTION C  
DESCRIPTION/SPEC/WORK STATEMENT**

**C-1 PERFORMANCE WORK STATEMENT (STATEMENT OF WORK)**

The contractor shall provide all administrative, managerial, supervisory, instructional, and clerical personnel required to perform the work specifically defined in the Performance Work Statement (PWS). The Contract instructional personnel will assist and augment an existing cadre of FAA instructors to accomplish PWS tasked services for a fluctuating student enrollment environment. Contract revision and development/course maintenance personnel will assist and augment an existing cadre of FAA revision and development staff to accomplish PWS tasked services. The government will provide facilities, space, utilities, telephone, office furnishings, office equipment, automation equipment, and office supplies to be used only in the performance of this requirement. The FAA Academy shall maintain and distribute all administrative supplies and course materials associated with the required instruction, development, and revision of courses.

**PART 1 - SECTION D  
PACKAGING AND MARKING**

NOT APPLICABLE

**PART 1 - SECTION E  
INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the services performed under this contract shall be at destination, Mike Monroney Aeronautical Center (MMAC), Oklahoma City, OK.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (APRIL 1996)**

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses published in the Federal register, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet from the federal Aviation administration (FAA) home page (<http://www.faa.gov>). Although the FAA has made these clauses available via Internet, it will be legally bound by the clauses as they appear in the Federal Register on the date of this SIR or contract.

**3.10.4-4 Inspection of Services—Both Fixed-Price & Cost Reimbursement (April 1996)**

**3.10.4-5 Inspection—Time and Material and Labor-Hour (April 1996)**

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 PLACE OF PERFORMANCE**

The principal place of performance shall be at the Mike Monroney Aeronautical Center, FAA Academy, 6500 South MacArthur Boulevard, Oklahoma City, OK, and the vicinity designated by the COTR.

**F.2 PHASE-IN PERIOD AND PERIOD OF PERFORMANCE**

The phase-in period will convene at date of award and end 30-60 days later. Its start date will be suitably adjusted so that in no case will it exceed 60 days. The phase-in period may be waived at the discretion of the Government. During this period, the contractor shall accomplish the requirements included in H.10. The period of performance will begin 30-60 days after date of award and continue for one year from the date performance began. The base period is followed by four one (1) year option periods to be exercised at the sole discretion of the Government.

**F.3 AUTHORIZED PERFORMANCE CLA. 0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance formal delivery order.

**F.4 F.O.B. ACCEPTANCE**

(a) All deliverables required in performance of this contract shall be delivered F.O.B. FAA Academy, Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Ok 73169 (Mail: P.O. Box 25082, Oklahoma City, Ok 73125), unless otherwise specified on the individual task order.

(b) Acceptance of all deliverable items shall be made in writing, by the FAA Contracting Officer's Technical Representative (COTR) or Task Manager

**F.5 PERFORMANCE TIMES**

Performance completion dates will be specified on individual task/deliver orders(s) issued hereunder.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (APRIL 1996)**

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses published in the Federal register, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet from the federal Aviation administration (FAA) home page (<http://www.faa.gov>). Although the FAA has made these clauses available via Internet, it will be legally bound by the clauses as they appear in the Federal Register on the date of this SIR or contract.

**3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)**

PART 1-SECTION G  
CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.2 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies/services furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

(2) Two copies to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) Two copies to:

FAA, Mike Monroney Aeronautical Center  
ATTN: M. Braid/COTR AMA 260  
P.O. Box 25082, ANF-1  
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that was provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

3.2.4-31 Evaluation of Options

(April 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**3.2.4-34 Option to Extend Services**

(April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

**3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 ½ yrs (66 months).

PART I – SECTION H  
SPECIAL CONTRACT REQUIREMENTS

**H.1 NOTIFICATION OF CRIMINAL ACTIVITY BY  
CONTRACT EMPLOYEE (JUL 2001)**

CLA.0069

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

**H.2 DIRECT HOURLY LABOR RATE (JAN 1997)**

CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates. NOTE: Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Actual Labor Worked</u>	<u>Hours Dollars</u>	<u>Total Labor</u>
Contract Skill I	Employee A - \$22.00		100	\$ 2,200.00
	Employee B - \$20.00		100	2,000.00
	Employee C - \$19.00		100	1,900.00
	Employee D - \$19.50		<u>100</u>	<u>1,950.00</u>
Invoice Total			400	\$ 8,050.00
Previous Totals (All other invoices)			<u>4,000</u>	<u>79,950.00</u>
Cumulative Total			<u>4,400</u>	<u>\$88,000.00</u>
Cumulative Weighted Average: \$88,000 / 4,400 hours = \$20.00				
Cumulative Amount Billed: \$38.00 x 4,400 hours = \$167,200				
Contract Skill II	Employee G - \$18.00		100	\$ 1,800.00
	Employee H - \$19.00		100	1,900.00
	Employee J - \$18.50		<u>100</u>	<u>1,850.00</u>
Invoice Total			300	\$ 5,550.00
Previous Totals (All other invoices)			<u>4,000</u>	<u>74,400.00</u>
Cumulative Total			<u>4,300</u>	<u>\$79,950.00</u>
Cumulative Weighted Average \$79,950 / 4,300 hours = \$18.59				
Cumulative Amount Billed: \$32.00 x 4,300 hours = \$137,600				

#### Final Billing Adjustment

##### Skill I

Wage ratio 93% (\$20.00/\$21.50), Variance 7% (100%-93%),  
 Adjustment 5% (98%-93%)  
 Credit to Government \$8,360 (\$167,200 x 5%)

##### Skill II

Wage ratio 99% (\$18.59/\$18.75), Variance 1% (100%-99%),  
 Adjustment 0% (98%-99%)  
 Credit to Government \$-0- (\$137,600 x 0%)

### H.3 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997) CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

### H.4 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001) CLA.1262

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable

personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) **Government Screening Standards for Contractor Personnel.**

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to

grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

**H.5 FAA FACILITY REGULATIONS (JUL 2001)**

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

**H.6 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES AND VEHICLE DECALS (JUL 2001)**

CLA.3403

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Technical Representative (COTR).

When contract personnel who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COTR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under Clause entitled 3.13-6 Contractor Personnel Suitability Requirements.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled 3.13-6 Contractor Personnel Suitability Requirements, is

submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm. 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract personnel. Final clearance will be accomplished by close of business the final workday of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and AMC-700 after completion.

**H.7 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT EMPLOYEES (JAN 2000)**

CLA.4527

(a) After contract award or the effective date this clause is incorporated into the contract by modification, the Contractor agrees not to allow any former Government employee, who separated from Government service with a Voluntary Separation Incentive Payment (VSIP), to perform work on this contract before receipt of non-objection by the Contracting Officer.

(b) The contractor shall notify the Contracting Officer in advance of any proposed work or change in work to be done under this contract by a former government "buyout" employee. Such written notification shall include:

- 1) employee's full name and date of separation from Government service,
- 2) name and location of former Government agency of employment, and
- 3) either evidence of any one of the following:
  - (i) repayment of the separation incentive or a court approved settlement, or
  - (ii) a waiver of repayment granted under authority of the statute(s) or
  - (iii) that five years have lapsed since separation from government service; or
- 4) proposed job title, work location and "a detailed statement of work to be performed by the former employee"

under the contract

(c) The contracting officer's non-objection described in (a) above is at the sole discretion of the Government. In no event shall the Government's decision under (a) above with respect to any person, or the length of time to arrive at the decision, constitute grounds for adjustment of the contract price, or the contract performance or delivery requirements.

## H.8

### REIMBURSEMENT OF TRAVEL COSTS (JAN 2002)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The FAA will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer or Contracting Officer's Technical Representative before travel costs are charged as a direct contract cost. Transportation, lodging and subsistence expenses shall be separately identified by individual, by trip for reimbursement. Proof of the contractor's actual purchase price is required for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements shall not exceed lodging, subsistence or per diem and other rates authorized for the travel destination by the Federal Travel Regulations, FTR as amended, issued by the General Services Administration (GSA) and maintained on their Website. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the GSA transportation rates in effect at the time the travel is accomplished, plus necessary tolls in lieu of actual expenses of such travel.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to Government cost principles, i.e. allowable, reasonable and allocable requirements.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit. Nominal handling charges for reservations, tickets, and receipts may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

## H.9

### 3.13-6 Contractor Personnel Suitability Requirements

CLA.4543

(JULY 2001) (AS REVISED 7/25/01)

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access

(c) occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

<u>Position</u>	<u>Risk Level</u>
Adm./Clerical	5
Project Manager	5
Alt. Project Manager	5
Instructional System Specialist	5
Computer Systems Analyst	5
Instructor Flight Standards	5
Office Automation Specialist	5
Course Developer	5
Aviation Safety Inspector	5

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:  
 Mgr., Investigations and Internal Security Branch, AMC-700  
 Federal Aviation Administration  
 6500 S. MacArthur Blvd.  
 Oklahoma City, OK 73169

(5) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

- (f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

## H.10 WAGE DETERMINATION

The Clerical services required by this contract are subject to the terms of the "Service Contract Act of 1965, as amended. The current Service Contract Act Wage Determination is incorporated and attached.

## H.11 RESERVED

## H.12 PHASE-IN

- (a) This requirement includes a "Phase-in-period", to ensure a smooth transition in the change of effort from the previous contract to the current contract.
- (b) The Phase-in-period is provided for the purpose of:
1. Observing work accomplished by the contractor of the previous contract.
  2. Becoming thoroughly familiar with work requirements and work procedures
  3. Complete training requirements and accomplish necessary training of Contractor employees
  4. Obtaining FAA security clearance, and badged access for contractor employees

## PART I - SECTION I CONTRACT CLAUSES

**I.1 CEILING PRICE (JAN 1997)**

CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

**I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)**

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

**I.3 CLAUSE 19-4 TERMINATION BY MUTUAL CONSENT (APRIL 1996)**

(a) The parties may terminate this contract in whole, or any segregable part thereof, without cause, by mutual consent. If one of the parties desires termination of this contract in whole or in part under the terms of this clause it shall so notify the other party in writing at least 180 days prior to desired date of termination.

(b) The parties agree that neither will unreasonably withhold consent to termination when notification is received from the other party as described in paragraph (a) above. Each party agrees that it shall conduct good faith negotiations to terminate the contract as requested by the other party. Subjects of these negotiations may include, but are not limited to identification of the terminated portion(s) of the contract, effective date of the termination, mutual waiver of rights, responsibilities and claims arising from or related to the terminated portion (s) of the contract and reservation of any remaining rights, responsibilities or liabilities arising from or related to the terminated portion(s) of the contract.

(c) Terminations executive under this clause shall be accomplished using a bilateral contract modification on an SF30.

(d) Any option available during the termination period may be exercised within the termination period only (See Section G, 3/24-34, Option To Extend Services" clause.

**3.1.7-2 Organizational Conflicts of Interest (August 1997)**

(a) The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (3.1.7)", or that the Contractor has disclosed all such relevant information.

(b) The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a mitigation plan describing actions the Contractor has taken or proposed to take, to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure.

(c) The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer cannot be avoided, or mitigated.

(d) The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor further agrees to insert provisions which shall conform substantial to the language of this clause including Eagle Systems and Services, Inc.

this paragraph (d) in any subcontract or consultant agreement hereunder.

(End of clause)

### 3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 30 Sep 2007 (if all options are exercised).

b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### 3.2.4-16/alt1 Ordering Alternate I (October 1996)

Include the following paragraph (d) in cost reimbursement indefinite quantity contract (types):

(d) The provisions of the clauses entitled "Limitation of Costs", "Limitation of Funds", and "Allowable Cost and Payment" shall apply to cost reimbursable CLINs of individual delivery orders or task orders.

(End of clause)

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### 3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 16,700 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-SEE SCHEDULE B

(1) Any order for a single item in excess of MAX not defined per order];

(2) Any order for a combination of items in excess of MAX not defined per order or;

(3) A series of orders from the same ordering office within NA days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### 3.2.4-20 Indefinite Quantity (July 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. *The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.*

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 Mar 2008.

### 3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond 30 Sep 2002. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the Performance period designated on the Delivery Order, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

### 3.4.1-12 Insurance (July 1996)

(a) During the term of this contract and any extension, the contractor shall maintain at its own expense the insurance required by this clause. Insurance companies shall be acceptable to the Federal Aviation Administration. Policies shall include all terms and provisions required by the Federal Aviation Administration.

(b) The contractor shall maintain and furnish evidence of the following insurance, with the stated minimum limits:

(1) Worker's Compensation and Employer's Liability. The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor shall maintain employer's liability coverage of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least \$100,000\* per person and \$500,000\* per occurrence. Property damage limits, if any, will be set forth elsewhere in the "Schedule."

(3) Automobile Liability. If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of at least \$200,000\* per person and \$500,000\* per occurrence for bodily injury and \$20,000\* per occurrence for property damage.

(4) Aircraft Liability. If aircraft will be used in connection with performance of this contract, the contractor shall maintain aircraft public and passenger liability insurance with coverage of at least \$200,000\* per person and \$500,000\* per occurrence for bodily injury other than passenger liability, and \$200,000\* per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000\* multiplied by the number of seats or passengers, whichever is greater.

(5) Watercraft Liability. When watercraft will be used in connection with performing the contract, the contractor shall provide watercraft liability insurance. Limits shall be at least \$1,000,000\* per occurrence. The policy shall include coverage for owned, non-owned and hired watercraft.

(6) Environmental Impairment Liability. When the contract may involve hazardous wastes, the contractor shall provide environmental impairment liability insurance with coverage of at least \$1,000,000\* bodily injury per occurrence and \$1,000,000\* property damage per occurrence. Such insurance shall include coverage for the clean up, removal, storage, disposal, transportation, and use of pollutants.

(7) Medical Malpractice. When the contract will involve health care services, the contractor shall maintain medical malpractice liability insurance with coverage of at least \$500,000\* per occurrence.

(c) Each policy shall include substantially the following provision:

"It is a condition of this policy that the company furnish written notice to the U.S. Federal Aviation Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(d) The contractor shall furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the FAA's contract number to ensure proper filing of documents. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.

(e) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

\*Unless modified in the "Schedule"

(End of clause)

### 3.6.1-7 Limitations on Subcontracting (August 1997)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.

(b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:

Contractor Subcontractor

Direct Labor \$ \_\_\_\_\_ \$ \_\_\_\_\_

Allowable Overhead \_\_\_\_\_

Subtotal (A) \_\_\_\_\_ (B) \_\_\_\_\_

Labor G&A @ \_\_\_\_\_% \_\_\_\_\_

Total Labor Costs (C) \_\_\_\_\_ (D) \_\_\_\_\_

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)\* in space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula  $(D)/(C) + (D)$ , calculate the subcontracting labor cost percentage.

\*You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for item (D), though you should still breakdown the contractor's costs.

(End of clause)

### 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

- (1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  - (2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.
- (b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) (1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.
- (2) The [Eagle Systems and Services, Inc. (Rhonda Clemmer)] will notify the Administrative Contracting Officer (ACO) in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

### 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)

#### (a) Definitions.

(1) Act, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

(2) Contractor, as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term Government Prime Contractor.

(3) Service employee, as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in subpart C of 29 CFR Part 4.

#### (c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division,

Employment Standards Administration U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally

determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with subpart D of 29 CFR Part 4

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were

furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a

predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph

(n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names, of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by P. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the "Disputes" clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or

their representatives.

(End of clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class Monetary Wage-Fringe Benefits


(End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall

(b) immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order

(c) during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

### 3.9.1-3 Protest (August 1999)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

- (a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- (b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.
- (c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.
- (d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.
- (e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:
- (1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.
  - (2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
  - (3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:
    - (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
    - (ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
400 7th Street, S.W.,  
Room 8332,  
Washington, DC 20590,

Telephone: (202) 366-6400,

Facsimile: (202) 366-7400; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

### 3.10.1-22 Contracting Officer's Technical Representative (July 1996)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of clause)

### 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (APRIL 1996)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses published in the Federal Register, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make full text available, or offerors and contractors may obtain the full text via Internet from the Federal Aviation Administration (FAA) home page (<http://www.faa.gov>). Although the FAA has made these clauses available via Internet, it will be legally bound by the clauses as they appear in the Federal Register on the date of this SIR or contract.

- 3.2.2.3-29 INTEGRITY OF UNIT PRICES (APRIL 1996)
- 3.2.2.3-33 ORDER OF PRECEDENCE (APRIL 1996)
- 3.3.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,  
OR PROPOSED FOR DEBARMENT (APRIL 1996)
- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)

- 3.2.5-3 GRATUITIES OR GIFTS (APRIL 1996)
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<del>2</del>	<del>TASK SUMMARY.</del>		<del>6 PGS</del> DELETED FOR AWARD (AF)
3	WAGE DETERMINATION #1994-2431 REV 18 DATED 5/31/2001		10 PGS